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7 INTERNATIONAL BUSINESS
7 MACHINES CORPORATION

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9 UNITED STATES DISTRICT COURT

10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 SAN JOSE DIVISION

12

13 CRYPTOGRAPHY RESEARCH, INC.,) Case No. C 04-04143 JW (HRL)

14 Plaintiff,)

15 v.)

15) **STIPULATED SUPPLEMENTAL
16 ASSOCIATION,) PROTECTIVE ORDER**

16 VISA INTERNATIONAL SERVICE)
17 ASSOCIATION,)

18 Defendants.)

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1 Third-Party International Business Machines Corporation, Plaintiff Cryptography Research,
2 Inc., and Defendant Visa International Service Association, by and through their respective
3 counsel, hereby stipulate as follows:

4 Source code produced by International Business Machines Corporation (“IBM”) via optical
5 or electronic media in its native form that is Protected Material (the “electronic code”) will be
6 subject to all the provisions in the protective order entered in this case on March 21, 2005 (the
7 “PROTECTIVE ORDER”) and the following additional provisions:

8 (1) Outside Counsel for the Receiving Party (and employees of Outside Counsel to
9 whom it is reasonably necessary to disclose such information) shall retain exclusive possession
10 at its offices of the electronic code and agrees to maintain only one copy of the media via which
11 the electronic code was produced at each facility of Receiving Party’s Outside Counsel.

12 (2) Notwithstanding the prior paragraph, Outside Counsel for the Receiving Party
13 (and employees of Outside Counsel to whom it is reasonably necessary to disclose such
14 information) may copy the electronic code (or any portion of it) into memory or disk storage of a
15 single computer at each facility of Receiving Party’s Outside Counsel, provided that such
16 computer is password-protected, located at Outside Counsel’s office, and is at all times non-
17 networked whether or not the electronic code is being viewed or analyzed at any time. Nothing
18 in the prior paragraph prevents incidental copying into memory of the electronic code (or any
19 portion of it) as part of investigation, analysis, or review, such as in a smart card, emulator,
20 simulator, or debugger.

21 (3) Upon request, IBM will attempt to host and provide full access to the electronic
22 code at one of its law firms or at an IBM facility, convenient to the Receiving Party’s Expert.
23 IBM does not guarantee that it has such a facility or law firm, or if it does, that such facility or
24 law firm is capable of allowing access. IBM will not pay an outside counsel to provide such a
25 facility in the event that, despite its efforts, IBM is unable to find an IBM hosting facility or a
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1 law firm that will otherwise host. Access under this paragraph shall only be limited by the
2 provisions of PROTECTIVE ORDER and the additional provisions contained herein.

3 (4) The Receiving Party acknowledges that any Expert retained and approved
4 pursuant to the PROTECTIVE ORDER may not take and maintain actual possession of the
5 media on which the electronic code is produced or a computer on which the electronic code is
6 loaded, except at the locations provided for above.

7 (5) If the electronic code is produced in encrypted form, when not in use, it must be
8 stored in encrypted form.

9 (6) Unencrypted excerpts of the electronic code may be included in electronic
10 documents such as legal memoranda, exhibits, reports, declarations, or other word processing or
11 presentation documents provided that any electronic versions of such documents are password
12 protected.

13 (7) If any document is filed with the Court that contains the electronic code (or
14 portions thereof), an application to file the document under seal will be made as set forth in the
15 PROTECTIVE ORDER. The parties agree to immediately notify IBM so that the appropriate
16 declaration establishing that the designated information is sealable can be filed by IBM pursuant
17 to the requirements of Civil L.R. 79-5.

18 (8) Section 11 of the Stipulated Protective Order ("Final Disposition") shall apply to
19 the electronic code except that compliance shall be within thirty days after final termination and,
20 if the electronic code is returned, shall be returned in encrypted form.

21 (9) Except for paragraph 7 above, none of the additional provisions contained herein
22 apply to the printing of the electronic code (or any portions thereof), the documents so printed, or
23 copies thereof. Printed copies of the electronic code (or any portions thereof) shall be

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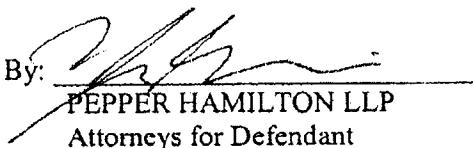
1 maintained by the RECEIVING PARTY in the manner provided for under the PROTECTIVE
2 ORDER pursuant to its designation.

3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

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5 Dated: 9/29/2005

6 By: 
7 FENWICK & WEST LLP
8 Attorneys for Plaintiff
9 Cryptography Research, Inc.

10 Dated: 9/29/05

11 By: 
12 PEPPER HAMILTON LLP
13 Attorneys for Defendant
14 Visa International Service Assoc.

15 Dated: 9/29/05

16 By: 
17 QUINN EMANUEL URQUHART
18 OLIVER & HEDGES LLP
19 Attorneys for Third Party
20 International Business Machines Corp.

21 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

22 Dated: 9/6/06

23 By: /s/ Howard R. Lloyd
24 HOWARD R. LLOYD
25 UNITED STATES MAGISTRATE JUDGE